

Contract No: CMA #A08-\_\_\_\_\_

CMA Job No.: \_\_\_\_\_

**Summary of  
AGREEMENT  
between the  
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY  
and**

\_\_\_\_\_

**Services to be Performed:** Pursuant to **Article I, Section A, paragraph 1**, and as further described in **Appendix A**, services provided under this AGREEMENT consist of \_\_\_\_\_.

**Compensation:** Pursuant to **Article I, Section A, paragraph 4(b)**, and as further detailed in **Appendix D**, aggregate compensation under the AGREEMENT shall not exceed \$\_\_\_\_\_. As described in **Appendix D**, compensation shall be based on hours worked during the preceding month at the approved hourly billing rates shown on **Appendix D**, in addition to approved direct costs.

**Term:** Pursuant to **Article I, Section A, paragraph 3**, from the date of Notice to Proceed with the services until the completion of the PROJECT pursuant to the Schedule of Work. Pursuant to **Article I, Section A, paragraph 22**, the services described in the Scope of Work shall be completed on or before \_\_\_\_\_.

**CONSULTANT Authorized Representative:** Pursuant to **Article I, Section A:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CMA's Project Representative:** \_\_\_\_\_

**Required Insurance:** Pursuant to **Article I, Section G**, the following insurance coverages are required during the term of this AGREEMENT:

**Comprehensive Liability:** \$1,000,000

**Professional Liability:** \$1,000,000, with deductible/self-insured reserve no greater than \$50,000

**Automobile Liability:** \$1,000,000

**Worker's Compensation:** As required by law

**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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This AGREEMENT is made and entered into as of the latest date appearing on the signature page below, by and between the ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY, a joint powers agency ("CMA"), and \_\_\_\_\_, [a \_\_\_\_\_ (state) \_\_\_\_\_ corporation/ [a \_\_\_\_\_ (state) \_\_\_\_\_ partnership/ [a \_\_\_\_\_ (state) \_\_\_\_\_ limited liability company/ [a sole proprietorship], with a place of business at \_\_\_\_\_, \_\_\_\_\_ (City) \_\_\_\_\_, CA ("CONSULTANT").

**RECITALS**

WHEREAS, CMA has defined and developed the \_\_\_\_\_  
\_\_\_\_\_ [describe  
project] ("PROJECT");

WHEREAS, CMA desires to secure [professional services / describe] necessary for said PROJECT; and

WHEREAS, CONSULTANT represents that it possesses the professional qualifications and expertise to provide such services; and

WHEREAS, the cover page of this AGREEMENT is intended to provide a summary of the terms hereof, and shall not take precedence over the specific provisions of this AGREEMENT;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

CMA hereby contracts with CONSULTANT and CONSULTANT hereby accepts such contract to perform the services upon the terms and subject to the conditions and in consideration of the payments set forth in this AGREEMENT. CONSULTANT promises, covenants and agrees to diligently pursue the work to completion in accordance with the schedule and under the terms and conditions set forth herein.

## ARTICLE I

### A. GENERAL.

1. **The PROJECT.** The PROJECT which is the subject of this AGREEMENT is more particularly described in **Appendix A**, "Detailed Scope of Work," attached hereto and by this reference incorporated herein.

2. **Scope of Services.** Except as may be specified elsewhere in the AGREEMENT, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the work in **Appendix A**, as further defined in **Appendix D**, "Project Cost Proposal," attached hereto and by this reference incorporated herein.

3. **Term.** The term of the AGREEMENT shall be from the date of Notice to Proceed with the services until the completion of the PROJECT pursuant to the Schedule of Work, to the satisfaction of CMA as evidenced by the Notice of Final Acceptance unless terminated earlier pursuant to **Article I, Section B**, below.

4. **Compensation.**

a. Subject to the provisions of **Article III**, compensation by CMA to CONSULTANT will be based on hours worked during the preceding month at the approved hourly rates shown on **Appendix D**, in addition to reimbursement for approved direct costs.

b. Total compensation for services to be performed under this AGREEMENT will not exceed \$ \_\_\_\_\_, and CONSULTANT shall not be obligated to perform additional services beyond the scope of this AGREEMENT or incur costs which would cause this amount to be exceeded, unless and until the AGREEMENT has been formally amended in writing.

c. The aggregate amount was computed based on **Appendices A and D**.

5. **CMA's Representative.** CMA hereby designates its Executive Director to be its representative in administering all matters relative to the AGREEMENT. CMA's Representative may delegate authority for specific matters to other staff members or other consultants.

6. **CONSULTANT's Representative.** CONSULTANT hereby designates \_\_\_\_\_, \_\_\_\_\_ *[insert name and title]* to represent CONSULTANT with full authority under the AGREEMENT.

7. **CONSULTANT's Identity and Personnel.** \_\_\_\_\_ will be the key person for the performance of services under this AGREEMENT.

CONSULTANT is the prime consultant heading a team that includes multiple subconsultant firms. The identity of the firms, their respective areas of responsibility and the key personnel who will work on the PROJECT are identified on **Appendix B**, "Key Project Personnel," attached hereto and by this reference incorporated herein. Any significant change in responsibilities among such firms, any addition or deletion of a firm (whether working as a joint venture partner or subconsultant), and any change in key personnel may be made only upon prior written approval by CMA.

CONSULTANT and its subconsultants shall notify CMA of any proposed change of ownership or fundamental structure, respectively, in CONSULTANT's firm or any subconsultants' firm. Within 30 days of such notice, CMA shall notify CONSULTANT whether CMA will approve such changed firm to continue providing services under this AGREEMENT or whether CMA will terminate this AGREEMENT or require a substitution of a subconsultant firm. Nothing in this provision shall be construed to limit CMA's right to terminate this AGREEMENT for cause or without cause as set forth in **Article I, Section B** of this AGREEMENT.

Subcontracts between CONSULTANT and other team member firms and between team member firms and other lower tier subconsultants will be subject to review and approval of CMA's representative.

8. **Preliminary Review of Work.** Where CONSULTANT is required to prepare and submit reports, working papers, etc. to CMA as products of the work described in the Scope of Work, these shall be submitted in draft form, and CMA shall have the opportunity to direct revisions prior to formal submission by CONSULTANT.

9. **Appearance at Hearings.** If and when required by CMA, CONSULTANT shall render assistance at public meetings and hearings to perform its services under the AGREEMENT as may be deemed necessary by CMA.

10. **Responsibility of CONSULTANT.** CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under the AGREEMENT. Neither CMA's review, acceptance, nor payment for any of the services required under the AGREEMENT shall be construed to operate as a waiver of any rights under the AGREEMENT or of any cause of action arising out of the performance of the AGREEMENT, and CONSULTANT shall be and remain liable to CMA in accordance with applicable law for all

damages to CMA caused by CONSULTANT's negligent performance of any of the services furnished under the AGREEMENT.

**11. Inspection of Work.** It is understood that authorized representatives of CMA may inspect or review CONSULTANT's work in progress at any reasonable time.

**12. Suspension, Delay or Interruption of Work.** CMA may suspend, delay, or interrupt the services of CONSULTANT for the convenience of CMA. In the event of such suspension, delay, or interruption by CMA or of Excusable Delays as defined in **Article II, Section C**, equitable adjustment will be made in the PROJECT schedule, commitment and cost of CONSULTANT's personnel and subconsultants, and CONSULTANT's compensation.

**13. No Third Party Beneficiaries.** This AGREEMENT gives no rights or benefits to anyone other than CMA and CONSULTANT and has no third-party beneficiaries.

**14. Legal Action.** All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or any other cause of action, will be subject to the statutes of limitation of the State of California.

**15. Survival of Indemnities.** Notwithstanding the termination of this AGREEMENT and/or the breach of contract or warranty, fault, tort (including but not limited to torts based on negligence, statute or strict liability), CONSULTANT's obligations of indemnity set forth in **Article I, Section F** and any releases, limitations on indemnity, and any and all limitations on any remedies herein shall survive termination of this AGREEMENT for any cause, and **Article I, Section A, paragraph 10** and **Article I, Section F** of this AGREEMENT shall take precedence over any conflicting provision of this AGREEMENT or any document incorporated into it or referenced by it.

**16. Jurisdiction.** The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

**17. Severability and Survival.** If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**18. Arbitration.** All claims, counterclaims, disputes, and other matters in question arising out of, or relating to, this AGREEMENT or the breach thereof shall be resolved by final,

binding arbitration, conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the date of execution of this AGREEMENT, except that the parties may mutually agree to a different alternative dispute resolution mechanism by jointly executing an agreement in writing describing such alternative mechanism. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. If either party refuses or fails to participate in naming an arbitrator or in the arbitration itself, the arbitrator named by the American Arbitration Association or the other party is hereby authorized to decide the dispute based upon the information presented to him/her. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding hereunder. In any arbitration proceeding hereunder, any arbitrator shall have substantial training and professional experience in the subject matter of the arbitration, but shall not have been employed by a party for at least five (5) years prior to the arbitration proceeding. No person shall be chosen as an arbitrator who has at any time been an employee or consultant of either party. All arbitration hearings shall be held at a mutually agreeable time and location within the City of Oakland, California, unless otherwise agreed by the parties. The decision of the arbitrator shall be final, conclusive and binding on the parties, absent fraud or gross error. The decision of the arbitrator may be entered as a judgment in a court of competent jurisdiction. The parties shall each be responsible for one-half of the arbitrator's fees and expenses. Any attorney-client privilege and other protections against disclosure of confidential information, including any protection afforded by the work product privilege for attorneys that could otherwise be claimed by a party shall be available to and may be claimed by such party in any arbitration proceeding hereunder. Neither party waives any attorney-client privilege or any other privilege against disclosure of confidential information by reason of anything contained in or done pursuant to or in connection with this **paragraph 18**. All arbitration proceedings hereunder may be reported by a certified shorthand court reporter.

**19. Attorneys' Fees.** Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party as determined by a court or an arbitrator shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

**20. Final Acceptance.** When CMA determines in its reasonable discretion that CONSULTANT has satisfactorily completed the Scope of Services, CMA shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination when, in its opinion, it has

satisfactorily completed the Scope of Services, and if so requested, CMA shall make this determination within three weeks of such request.

**21. Subcontracts.** Subcontracts between CONSULTANT and other team firms and between team members firm and other lower tier subconsultants will be subject to review and approval of CMA's representative. Any such subcontracts in excess of \$25,000.00 shall contain all provisions stipulated in this AGREEMENT as applicable to subconsultants.

**22. Completion of Services.** The services described in the Scope of Work shall be completed on or before \_\_\_\_\_, unless such date is extended by mutual agreement of the parties. *[Insert date for termination of agreement]*

## **B. TERMINATION/CANCELLATION.**

**1. For Convenience.** CMA may terminate this AGREEMENT. If CMA terminates the AGREEMENT for the convenience of CMA, CMA shall give CONSULTANT seven (7) days prior written notice. CONSULTANT shall be paid for services performed to the date of termination, to include a pro-rated amount of profits, if applicable, but no amount shall be allowed for anticipated profit on unperformed services. In addition to payment for services performed, CMA shall pay CONSULTANT the allowable costs incurred prior to termination, and other costs reasonably incurred by CONSULTANT to implement the termination, such as, but not limited to, subcontract termination costs and related closeout costs, if any.

**2. For Cause.** If CONSULTANT fails to fulfill its obligations under this AGREEMENT and CMA decides to terminate this AGREEMENT accordingly, CMA shall give CONSULTANT seven (7) days prior written notice of its intent to terminate the AGREEMENT for cause. If, at the end of the seven (7) day notice, CONSULTANT has not commenced correction of its performance, CMA may immediately thereafter exercise its right of termination.

**3. Damages/Compensation.** If the termination is due to the failure of CONSULTANT to fulfill its obligations under the AGREEMENT, CONSULTANT will be compensated for that portion of the work which has been completed and accepted by CMA, and for services performed to the date of termination, including a prorated amount of profit, if applicable, but no allowance for anticipated profit on unperformed services. In such case, CMA may take over the work and prosecute the same to completion by contract or otherwise, and CONSULTANT shall be liable to CMA for reasonable costs incurred by CMA in making necessary arrangements for completion of the work by others.

4. **Adjustments.** If, after notice of termination for failure to perform, it is determined by CMA that CONSULTANT had not so failed and CMA nonetheless desires to terminate the AGREEMENT, the termination shall be deemed to have been effected for the convenience of CMA. In such event, adjustment shall be made as provided in **Article I, Section B, paragraph 1.**

5. **Rights and Remedies.** The rights and remedies of the parties provided in this Section are cumulative and not exclusive, and are in addition to any and all other rights and remedies provided by law or other sections of this AGREEMENT.

6. **Waivers.** CONSULTANT, by executing the AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of CMA's termination for convenience as provided in **Article I, Section B, paragraph 1**, except for justifiable costs of termination, including, but not limited to, subcontract termination costs as mutually agreed by CMA and CONSULTANT.

**C. REVISIONS IN SCOPE OF SERVICES.**

1. **Change Order.** CMA's representative may make changes in or additions to the Scope of Services under the AGREEMENT if such changes are agreed to by CONSULTANT, which agreement shall not be unreasonably withheld, through a written Change Order which does not modify the overall purpose, term or compensation provisions of the AGREEMENT. No changes in the Scope of Work shall cause an increase in cost to CMA unless the change is approved in advance by a written Change Order.

2. **Extra Work.** At any time during the term of the AGREEMENT, CMA may order extra work to be performed by CONSULTANT. Extra work is defined as work which was not anticipated and/or contained in the AGREEMENT and which is determined by CMA to be necessary for the PROJECT. Necessary changes in the description of the Scope of Services, equitable adjustments in allowable costs, fixed fee, maximum price, term and schedule required by the Extra Work Order shall be agreed upon by the parties and incorporated herein through the execution of a written amendment to this AGREEMENT. CONSULTANT shall not perform any work or incur any costs pursuant to any Extra Work Order without prior approval by CMA. CONSULTANT's compensation shall be adjusted due to an Extra Work Order only if it has an impact on costs or terms of the AGREEMENT.



**D. OWNERSHIP OF MATERIALS/CONFIDENTIALITY.**

**1. Documents.** Except as noted below, deliverables prepared by CONSULTANT under the AGREEMENT, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, diagrams and calculations, relative to the AGREEMENT shall become the property of CMA upon completion of the term of this AGREEMENT whether or not the PROJECT is completed. CMA shall not be limited in any way in its use thereof at any time during or after the term of this AGREEMENT, provided that any such use not within the purposes of the AGREEMENT shall be at the sole risk of CMA, and provided that CMA shall indemnify CONSULTANT against any damages resulting from such use, including the release of this material to third parties for use not intended in the AGREEMENT, and for deliverables that have been changed without CONSULTANT's written approval. All documents shall be provided in both written and electronic format.

**2. Confidentiality.** All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, and all other written information submitted to CONSULTANT by or on behalf of CMA in connection with the performance of the AGREEMENT shall be held confidential by CONSULTANT and shall not, without the prior written consent of CMA, be used for any purposes other than the performance of the services under this AGREEMENT. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or becomes generally known to the related industry, shall be deemed confidential. CONSULTANT shall not use CMA's name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other news medium without the express written consent of CMA. CONSULTANT may use project technical information at will in the demonstration of expertise for purposes of describing project experience to others in the routine conduct of CONSULTANT's business with CMA's prior written consent.

**E. CONSULTANT STATUS/SUBCONSULTANTS.**

**1. Consultant.** In the performance of the services to be provided hereunder, CONSULTANT is an independent consultant and is not an employee, agent or other representative of CMA.

**2. Assignment or Transfer.** Services to be furnished hereunder shall be deemed to be professional services and, except as herein provided, CONSULTANT has neither the right nor the power to assign, sublet, transfer or otherwise substitute its interest in the AGREEMENT or its obligations hereunder without the prior written consent of CMA.

**F. INDEMNIFICATION.**

**1. Duties.** CONSULTANT represents and maintains that it is skilled in the technical practices necessary to perform the services, its duties and obligations, expressed and implied, contained herein, and CMA expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform all services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

**2. Responsibilities.** CONSULTANT agrees to defend, protect, indemnify and hold harmless CMA, its officers and employees, from and against any and all liability, claims, suits, loss, damages, costs and expenses (collectively "Claims") to the extent arising out of or resulting from any negligent acts, errors or omissions, recklessness or willful misconduct of CONSULTANT, and its officers, employees, agents or subconsultants in the performance of their services under the AGREEMENT. In the event CMA is found by a court or arbitrator to be partially liable for a Claim, CMA shall reimburse CONSULTANT for its proportionate share of the reasonable costs of defense actually expended, based on its share of liability.

CMA shall provide CONSULTANT an opportunity to cure, at CONSULTANT's expense, all errors and omissions, which may be disclosed during the review of the services performed by CONSULTANT. Should CONSULTANT fail to make such corrections in a timely manner, such corrections shall be made by CMA and CONSULTANT shall pay all costs thereof.

It shall be the responsibility of CONSULTANT to provide the basic insurance requirements indicated in **Section G**, below.

**G. INSURANCE.**

**1. Comprehensive Liability.** CONSULTANT shall carry Commercial or Comprehensive General Liability Insurance and maintain aggregate limits of liability sufficient to cover not less than \$1,000,000.00 per occurrence for bodily injury or property damage and Automobile Liability Insurance with combined single limits of not less than \$1,000,000 for bodily injury or property damage. Maintenance of said insurance shall extend throughout the entire term of this AGREEMENT. Such insurance shall add CMA, its officers, employees, agents, and, if applicable other permitting agencies as identified by CMA, while acting within the scope of this AGREEMENT, as additional insureds. Such insurance shall include the following:

- a.** All operations including use of all vehicles.

b. Blanket contractual liability on all written contracts, including this AGREEMENT.

c. Personal injury (in lieu of, or in addition to, bodily injury).

d. Use of watercraft, where applicable.

Subconsultants of CONSULTANT shall provide evidence of their own Commercial or Comprehensive General Liability Insurance which meets the above specifications to CMA, or be added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts, is unable to meet the insurance specifications provided in this **Section G, paragraph 1**, CMA, after examining the subconsultant's circumstances, may decide, in its sole discretion, to waive or modify any of the insurance specification requirements for such subconsultant.

**2. Errors and Omissions.** In addition to the requirements of **Article I, Section G, paragraph 1** above, CONSULTANT shall carry professional liability insurance for errors and omissions in an amount not less than \$1,000,000. Such insurance shall include the following:

a. A deductible or self-insured retention is permissible on this policy, providing that such deductible or self-insured retention shall not exceed \$50,000 per occurrence.

b. Said policy shall include a contractual liability endorsement on all written contracts, including this AGREEMENT.

c. Subconsultants of CONSULTANT providing services of a professional nature, shall provide evidence of their own professional liability insurance which meets the above specifications to CMA, or be added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts is unable to meet the professional liability insurance requirements provided in this **Section G, paragraph 2**, CMA, after examining the subconsultant's circumstances, may decide, in its sole discretion, to modify the professional liability requirements for such subconsultant.

**3. Worker's Compensation.** CONSULTANT shall carry Worker's Compensation Insurance as required by California Law, covering all work performed by CONSULTANT under

the AGREEMENT, and all of CONSULTANT's personnel performing services under the AGREEMENT.

**4. Certificates.** Insurance certificates evidencing the policies described in this **Article I, Section G** are to be furnished to CMA and provide for not less than sixty (60) days prior written notice to CMA of any cancellation.

#### **H. PROHIBITED INTEREST.**

**1. Solicitation.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure the AGREEMENT and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making the AGREEMENT. For breach of violation of this warranty, CMA shall have the right to rescind the AGREEMENT without liability.

**2. Conflict of Interest.** CONSULTANT agrees that, for the term of this AGREEMENT, no member, officer or employee of CMA, during his/her tenure or for one (1) year thereafter, or member or delegate to the Congress of the United States, shall have any direct interest in the AGREEMENT or any direct or material benefit arising therefrom.

**3. Conflict of Employment.** Employment by CONSULTANT of any current officer, executive director or other employee of CMA shall not be permitted even though such employment may be outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, for a period of one year after leaving office or employment, no officer, executive director or other employee of CMA shall, for compensation, act as agent or attorney or otherwise represent CONSULTANT by making any formal or informal appearance by making any oral or written communication before CMA, if the appearance or communication is made for the purpose of influencing administrative or legislative action, or influencing any action or proceeding involving the issuance, amendment, awarding or revocation of a permit, license, grant, entitlement or contract, or the sale or purchase of goods, services or property.

#### **I. AFFIRMATIVE ACTION, SMALL BUSINESS ENTERPRISE POLICY AND LOCAL BUSINESS ENTERPRISE POLICY[, AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM].** *[Delete the bracketed portion of this section title if this is not a federally-funded contract.]*

**1. Affirmative Action.** In connection with the execution of the AGREEMENT, CONSULTANT shall not discriminate against any employee or applicant for employment because

of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination.

2. **SBE Policy.** Pursuant to CMA's Small Business Enterprise (SBE) Policy, CONSULTANT is encouraged to utilize qualified SBE subconsultants to perform a portion of the work described in **Appendix A**, and CONSULTANT shall report on SBE usage during the term of this AGREEMENT using the Request for Payment Forms described in **Article III, Section A, paragraph 1**.

3. **LBE Policy.** Pursuant to CMA's Local Business Enterprise (LBE) Policy, CONSULTANT is encouraged to utilize qualified LBE subconsultants to perform a portion of the work described in **Appendix A**, and CONSULTANT shall report on LBE usage during the term of this AGREEMENT using the using the Request for Payment Forms described in **Article III, Section A, paragraph 1**.

4. *[Delete items 4a-4e, i.e., up to Section J, if this is not a federally-funded contract.]* Caltrans Standard Agreement For Subconsultant/DBE Participation.

a. **Disadvantaged Business Enterprise (DBE) Participation**

i. This AGREEMENT is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR 26"). Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

ii. DBEs and other small businesses, as defined in 49 CFR 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. CONSULTANT and its subconsultants, if any, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material

breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as CMA deems appropriate.

iii. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this **paragraph 4a**.

**b. Performance of DBE Consultants and other DBE Subconsultants/Suppliers**

i. A DBE performs a commercially useful function when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

ii. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the CMA shall examine similar transactions, particularly those in which DBEs do not participate.

iii. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its agreement with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

**c. Prompt Payment of Funds Withheld to Subconsultants.**

i. The CMA shall hold retainage from the CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by CMA, of the contract work, and pay retainage to the CONSULTANT based on these acceptances. The CONSULTANT or its subconsultants shall return all monies withheld in retention from a subconsultant or sub-subconsultant within 30 days after receiving payment for work

satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ii. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this **Paragraph 4.c.**

**d. DBE Records**

i. The CONSULTANT shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. If CONSULTANT is a certified DBE, CONSULTANT shall also show the date of work performed by CONSULTANT's forces along with the corresponding dollar value of the work.

ii. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F (Exhibit 17-F in Chapter 17 of the Caltrans LAP), certified correct by the CONSULTANT or the CONSULTANT's authorized representative, and shall be furnished to CMA with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the CONSULTANT when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to CMA.

iii. Prior to the fifteenth of each month, the CONSULTANT shall submit documentation to CMA showing the amount paid to DBE trucking companies. The CONSULTANT shall also obtain and submit documentation to CMA showing the amount paid by

DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the CONSULTANT may count only the fee or commission the DBE receives as a result of the lease arrangement.

iv. CONSULTANT shall also submit to CMA documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the CONSULTANT by CMA.

e. **DBE Certification and De-certification Status.** If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify the CONSULTANT in writing with the date of de-certification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify the CONSULTANT in writing with the date of certification. Any changes should be reported to CMA within 30 days.  
*[Delete items 4a-4e, i.e., up to Section J, if this is not a federally-funded contract.]*

**J. NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of the AGREEMENT or changes thereto shall be effected by the mailing thereof by registered or certified mail, postage prepaid and addressed as follows:

CONSULTANT:

\_\_\_\_\_

ATTN: (name)  
(address)  
(city), CA (zip)

CMA:

ALAMEDA COUNTY CONGESTION  
MANAGEMENT AGENCY

ATTN: Dennis Fay  
Executive Director  
1333 Broadway, Suite 220  
Oakland, CA 94612-1918

**K. AUDIT OF BOOKS AND RECORDS.**

CONSULTANT and any subconsultants hereunder shall make available to CMA, its authorized agents (including but not limited to representatives of the state and federal governments), officers and employees, for examination, any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to CMA, and shall furnish to CMA, its agents, and employees, such other evidence or information as CMA may require with respect to



any such expense or disbursement charged by CONSULTANT. CONSULTANT and any subconsultants hereunder shall establish and maintain an accounting system and records that properly accumulate and segregate incurred contract costs by line item. The accounting system of the CONSULTANT and all subconsultants hereunder shall conform to Generally Accepted Accounting Principles (GAAP), enable determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

The records described in this Section shall be retained by CONSULTANT and any subconsultant hereunder and made available for inspection by CMA and its authorized agents for a period of three (3) years after this AGREEMENT is terminated, or the date of the final payment, whichever is later. The audit to determine final compensation will be accomplished by CMA and/or representatives of the state or federal government within one year after completion of the PROJECT.

**L. ENTIRE AGREEMENT.**

This AGREEMENT constitutes the entire agreement between the parties hereto relating to the PROJECT and supersedes any previous agreement or understanding.

**ARTICLE II - SCHEDULE**

**A. SCHEDULE OF WORK.**

CONSULTANT shall conform with the schedule set forth in **Appendix C**, "Milestone Schedule," attached hereto and by this reference incorporated herein, except as otherwise modified by the AGREEMENT. In the event it becomes necessary to modify the Schedule of Work, CONSULTANT will prepare a revised schedule for review and approval by CMA. When a revised schedule has been submitted to and approved by CMA, it will be substituted for **Appendix C** and will become a part of this AGREEMENT. CONSULTANT is responsible for reporting in a prompt and timely manner whenever it appears the established work schedule will not be met, whether or not the reasons for anticipated delay are within CONSULTANT's control.

**B. REPORTING.**

Monthly progress reports in a form acceptable to CMA, which describe work accomplished, shall be submitted with CONSULTANT's monthly billings. CMA agrees to respond to CONSULTANT's draft report submissions in accordance with the Schedule of Work.

**C. DELAY.**

Neither party hereto shall be considered in the default in the performance of its duties and obligations under this AGREEMENT with respect to the "Milestone Schedule", to the extent that the performance of any obligation is prevented or delayed by an Excusable Delay as defined herein. Should CONSULTANT's services be delayed by any mutually agreed upon excusable cause, CONSULTANT's schedule for completion of tasks affected by such delay shall be extended as agreed to by CMA. CONSULTANT shall take all reasonable actions to minimize any schedule extensions or additional costs to CMA resulting from such delay. Excusable Delays may include, but are not limited to, acts of God or of the public enemy, acts or failures to act of other agencies or CMA (in either their sovereign or contractual capacity), embargoes, and unusually severe weather. In every case, the failure to perform must be reasonably beyond the control and without the fault or negligence of CONSULTANT.

**D. NOTICE OF POTENTIAL DELAY.**

As a condition precedent to the approval of an extension of time to complete the established work schedule, CONSULTANT shall give written notice to CMA within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonably foreseeable circumstances, result in delay for which CONSULTANT may claim an extension of time.

**ARTICLE III – COMPENSATION/PAYMENT**

**A. INVOICES AND TIME OF PAYMENT.**

1. For all services described in **Article I** and **Appendix A**, CONSULTANT shall submit an itemized monthly invoice to CMA which includes all applicable Request for Payment Forms and supporting documentation required therefor. The current CMA Request for Payment Instructions and Forms are included in **Appendix E**, "Request for Payment Instructions and Forms," attached hereto and by this reference incorporated herein.

2. Within thirty (30) days after receipt of a valid and complete invoice from CONSULTANT (including all required documentation), CMA shall pay CONSULTANT the amount due for all services rendered during the invoice period, except as otherwise provided in this **Section A**. Invoices and supporting documentation must be legible and reproducible. Any invoices or supporting documentation which are illegible, incomplete or inaccurate will be returned to CONSULTANT for clarification and/or completion.

3. CMA shall withhold ten (10%) of each progress payment referred to in **paragraphs 1 and 2** above. The ten percent retention shall be released pursuant to **paragraph 7** below. *[Delete this paragraph if retention is not required.]*

4. If CMA disputes any portion of the amount due to CONSULTANT, it may, at its sole discretion, withhold payment up to 150% of the disputed amount pending resolution of the dispute. If any amount is wrongfully withheld or not paid to CONSULTANT on a timely basis, CMA shall pay to CONSULTANT 1.5% per month for the improperly withheld amount for each month which payment is wrongfully withheld or not paid. In any action for the collection of amount withheld in violation of this provision, the prevailing party shall be entitled to reasonable attorney's fees and costs.

5. CONSULTANT agrees that within twenty (20) days of receipt of payment from CMA, CONSULTANT shall pay to its subconsultants all amounts due from such payment, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties. *[If this is a federally funded contract, change twenty (20) to ten (10) above]*

6. CMA may, on occasion, request reasonable documentation for certain expense items. In such instances, payment for all other amounts in the invoice for which additional documentation is not required will be made.

7. Upon CMA's Final Acceptance pursuant to **Article I, Section A, paragraph 20**, CONSULTANT shall submit a final invoice to CMA and request the final retention payment. CMA shall make final retention payment to CONSULTANT within 45 days of receipt of billing of the amount due. Final Payment shall be subject to the provisions of **paragraphs 1 and 4** above with regard to CMA's right to withhold disputed payments, CONSULTANT's rights to 1.5% payment on wrongfully withheld or untimely payment, any prevailing party's reasonable legal fees and costs and payments to subconsultants.

8. CONSULTANT agrees that the cost principles set forth in Title 48 CFR, Chapter 1, Part 31 (Cost Principles and Procedures) shall be used to determine the allowability of individual cost items, except that travel and subsistence costs will be reimbursed in accordance with California Department of Personnel Administration guidelines for non-exempt State employees. Any costs for which payments have been made to CONSULTANT which are determined by subsequent audit to be unallowable under these cost principles and guidelines, including but not limited to indirect costs reimbursed as part of, or otherwise included within, CONSULTANT's or

its subconsultants' fully-burdened billing rates, are subject to repayment by CONSULTANT to CMA.

9. Subconsultant compensation and direct costs directly attributable to the performance of the services required by this AGREEMENT shall be reimbursed either at a unit rate or at actual cost invoiced to CONSULTANT as specified on **Appendix D**. Costs not specifically identified on **Appendix D** will not be separately reimbursed but will instead be considered to be included in the fully burdened hourly rates set forth on **Appendix D**.

10. CONSULTANT agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18 (Uniform Administrative Requirements for Grants and Agreements with States and Local Governments).

11. If any subconsultant provides services pursuant to this AGREEMENT, the agreement with said subconsultant shall contain a clause to the effect that the provisions of **paragraphs 8 and 10** above shall apply to said subconsultant.

#### **B. SUSPENSION OF WORK.**

In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, CONSULTANT may, after giving fifteen (15) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. Upon receipt of payment in full for services rendered, CONSULTANT will continue with all authorized services. Payment of all compensation due CONSULTANT pursuant to this AGREEMENT shall be a condition precedent to CMA's use of any of CONSULTANT's professional service work products furnished under this AGREEMENT.

### **ARTICLE IV - OBLIGATIONS OF CONSULTANT**

#### **A. AUTHORIZATION TO PROCEED.**

CONSULTANT will not begin work on any of the services described in **Article I** until CMA directs it in writing to proceed.

### **ARTICLE V – OBLIGATIONS OF CMA**

#### **A. CMA-FURNISHED DATA.**

CMA will provide to CONSULTANT all relevant technical data in CMA's possession, including, but not limited to, previous reports, maps, surveys, borings, and all other information

relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CMA.

**B. ACCESS TO FACILITIES.**

CMA will make its facilities reasonably accessible to CONSULTANT as required for CONSULTANT's performance of its service.

**C. TIMELY REVIEW.**

CMA will examine the studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as CMA deems appropriate; and render, in writing, decisions required of CMA in a timely manner.

**D. PROMPT NOTICE.**

CMA will give prompt written notice to CONSULTANT whenever CMA observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of CONSULTANT or its subconsultants.

**ARTICLE VI - APPENDICES, SCHEDULES AND SIGNATURES**

This AGREEMENT, including its Appendices, constitutes the entire agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

The following Appendices are hereby made a part of this AGREEMENT:

**Appendix A:** DETAILED SCOPE OF WORK

**Appendix B:** CONSULTANT AND SUBCONSULTANT FIRMS KEY PROJECT  
PERSONNEL

**Appendix C:** MILESTONE SCHEDULE

**Appendix D:** PROJECT COST PROPOSAL

**Appendix E:** REQUEST FOR PAYMENT INSTRUCTIONS AND FORMS

IN WITNESS WHEREOF, CMA has by order caused the AGREEMENT to be subscribed by the binding authority of CMA and CONSULTANT has caused the AGREEMENT to be subscribed on its behalf by duly authorized signees.

**CONSULTANT:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CMA:**

ALAMEDA COUNTY CONGESTION  
MANAGEMENT AGENCY

By: \_\_\_\_\_  
Dennis Fay, Executive Director

Date: \_\_\_\_\_

Recommended For Approval

By: \_\_\_\_\_  
Name / Title

Reviewed as to Budget/Financial Controls

By: \_\_\_\_\_  
G. Richard Swanson  
Director of Finance and Administration

Approved as to form and legality:

\_\_\_\_\_  
Wendel, Rosen, Black & Dean LLP  
Legal Counsel to CMA

**APPENDIX A**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**DETAILED SCOPE OF WORK**

**APPENDIX B**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**CONSULTANT AND SUBCONSULTANT**  
**FIRMS KEY PROJECT PERSONNEL**



**APPENDIX C**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**MILESTONE SCHEDULE**

**APPENDIX D**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**PROJECT COST PROPOSAL**

Aggregate compensation under the AGREEMENT shall not exceed \$xxxx.xx. Compensation shall be based on hours worked during the preceding month at the approved hourly billing rates, in addition to approved direct costs, as further described in the attached cost proposal.

**APPENDIX D**  
**To the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**PROJECT COST PROPOSAL**

**Personnel**

Classification	Name	Base Rate	Fringe %	OH %	Fee %	Bill Rate	Est. Hours	\$
Contract Manager								
Lead Asst. RE								
Project Controls								
Project Admin Asst.								

Labor Subtotal

Note 1:

Note 2

**Direct Expenses**

Description	Quantity		UOM	Unit Price	\$
Travel			EA		
Outside Printing			MO		
Subconsultant - A					
Subconsultant - B					
Subconsultant - C					

Subtotal

**Total Cost Proposal**

**APPENDIX E**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**REQUEST FOR PAYMENT INSTRUCTIONS AND FORMS**

**Introduction:**

Alameda County Congestion Management Agency (CMA) requires expenditure reporting related to capital expenditures incurred by the Prime Consultant and their sub-consultants. These expenditure reports are required to facilitate reimbursement to the CMA from the funding agencies.

The following forms and instructions must be used by the prime consultants in requesting reimbursement. Deficient submittals will be returned to the prime consultant for correction and re-submittal.

If you have any questions regarding the applicability and use of these forms, please email Liz Brazil at [lbrazil@accma.ca.gov](mailto:lbrazil@accma.ca.gov).

## ***INVOICE PACKAGE CHECKLIST***

### **ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**

PRIME CONSULTANT \_\_\_\_\_ CMA CONTRACT NO \_\_\_\_\_

Prime Consultants are requested to use a copy of this checklist to assemble the documentation which is required to support each monthly invoice, and to enclose the completed checklist with the invoice package.

Consultant invoice packages must contain the items listed below in order to be approved by the Agency for payment. Invoice packages which are received without all items specified below will be returned to the Consultant, and will not be approved for payment until the invoice package is complete.

- \_\_\_\_\_ 1. Invoice Request Letter to CMA (See CMA Sample Letter Form 1)
- \_\_\_\_\_ 2. Narrative Progress Report (See CMA Sample Form 2)
- \_\_\_\_\_ 3. Invoice by Task(s) (CMA Sample Form 3)
- \_\_\_\_\_ 4. Invoice by Prime Labor and Direct Costs (CMA Sample Form 4)
- \_\_\_\_\_ 5. Invoice by Prime and Sub-Consultant (CMA Sample Form 5)
- \_\_\_\_\_ 6. SBE/LBE/DBE Vendor Information (CMA Sample Form 6) or any other documents requested for sponsoring agencies.
- \_\_\_\_\_ 7. Supporting Documents of Direct Costs Billed
  - Direct Labor Costs
  - Certification by an officer of the firm charges for hours worked and salary rate paid. (See compensation of Contract).
  - Authorized timesheets
  - Additional Direct Costs
- \_\_\_\_\_ 8. Engineering Progress and Performance Report (EPPR) (See CMA Sample Forms 7-1 and 7-2) Note: This form applies only to Architectural and Engineering (A&E) related contracts which have major deliverables and require more than three months to prepare).

**CMA FORM 1 - INSTRUCTIONS**  
**SAMPLE PAYMENT REQUEST LETTER**

The sample payment request letter should be submitted on company letterhead. It should contain the following information:

Project Name – The project name as defined in the contract.

CMA Contract Number – the contract number as defined in the contract.

Invoice Number – the firms invoice number. (For example, A07-001 – Invoice 1)

Invoice Period - the beginning and ending dates for the period in which the cost were incurred.

Name of the Project Manager / Contract Person – the person to answer questions regarding the invoice and coordinate the processing of the requests.

Phone Number / E-mail address – phone number and email address of the project manager/contract person.

Address of the Firm – the address and phone number where correspondence and payments are to be made.

Note – any change in key personnel may be made only upon prior written approval by CMA project manager.

## **CMA FORM 1**

### **SAMPLE PAYMENT REQUEST LETTER**

[COMPANY LETTER HEAD]

Date:

Mr./Ms. Project Manager  
Alameda County Congestion Management Agency  
1333 Broadway, Suite 220  
Oakland, CA 94612

Project Name:  
CMA Contract Number:  
Invoice Number: (sequential number of invoices submitted)  
Invoice Period:

Dear Mr./Ms. Project Manager:

Please find attached copy of the invoice package. Invoice Number xx for the period beginning xxx through xxx, 2008 for the amount of \$xxxx.00 for your review and approval.

I hereby certify that the hours and expenses charged in this invoice are the actual hours and costs incurred under the Agreement.

Signed

Title:

Project Manager:

Phone Number/E-mail Address

Address of Firm



## CMA FORM 2 - INSTRUCTIONS

### SAMPLE NARRATIVE PROGRESS REPORT

A narrative progress report shall be submitted with the invoice on a monthly basis. Details for preparing in the report are as follows.

Project Name – The project name as defined in the contract.

Date – The date indicates the month(s) for which the information included in the report is valid.

Status – narrative indicating project progress, meetings, highlights and setbacks.

Actions – Information regarding formal actions or schedule milestones achieved.

Anticipated Actions – Scheduled activities that begin during the next reporting period, items that may need further action, or any action that was not originally necessary but has become necessary should be discussed.

Schedule Changes – Use the check boxes to indicate schedule status. If the schedule has been modified, a new schedule must be attached.

Scope Changes – Use the check boxes to indicate Project Scope Status. If the project scope has changed, updated information must be included.

Potential Claims – Use the check boxes to indicate the status of potential claims against the project.

General – Use the check boxes to indicate problem areas. It is important that these problems be pointed out early. The description of the problem shall be as detailed as necessary to assist problem solution.

Note – Problems on the project should be reported immediately, as they occur, to ACCMA project managers verbally and in writing. This reporting form is for record purposes and early problem identification is imperative to project success. Do not wait for the invoice to report project problems.

## CMA FORM 2

### ***PROJECT NAME*** **Sample Narrative Progress Report** (Date)

#### **STATUS**

#### **WORK COMPLETED DURING REPORTING PERIOD:**

(Identify highlights of work completed for the period covered by this invoice)

#### **ANTICIPATED ACTIONS**

#### **SCHEDULE CHANGES**

- ☐ The project remains on its published schedule.
- ☐ The revised project schedule is attached for review and confirmation.

#### **SCOPE CHANGES**

- ☐ The project scope is unchanged.
- ☐ The scope of the project has been modified and is attached for review and confirmation (include CCO's amendments over \$25,000 on construction and professional service contracts).

#### **POTENTIAL CLAIMS**    **(Applicable to construction contracts only)**

- ☐ There are no Notices of Potential Claim on file.
- ☐ We anticipate a claim regarding the following:
- ☐ There are presently \_\_\_ Notice(s) of Potential Claim on file. Those not previously forwarded are attached for review and comment.

#### **GENERAL**

- ☐ At this time we anticipate no problems on the project.
- ☐ We anticipate problems in the following area and would appreciate any assistance you could offer:
- ☐ We anticipate problems in the following area but do not feel we need your assistance at this time:

## CMA FORM 3 - INSTRUCTIONS

### INVOICE BY TASK

Name of Prime – Name of prime consultant as indicated on the contract.

Project Name – The project name as defined in the contract.

CMA Project Number – Please obtain CMA Project Number from the CMA Project Manager.

CMA Contract Number - the contract number as defined in the contract.

Invoice Date - the date of the invoice.

Invoice Number - the firm invoice number. (For example, A07-001 – Invoice 1)

Invoice Period - the beginning and ending dates for the period in which the cost were incurred.

Contract Amount (Including all amendments) – original contract amount including all amendments to date.

Consultant Contact - Consultant Project Manager or the person responsible for questions regarding the invoice and for processing the invoice.

Contact Phone - phone number and email address of the Project Manager/contract person.

Task Number – the task number as defined in the contract and/or amendment.

Task Description – the task description as defined in the contract and/or amendments.

Current Approved Budget – the approved budget for each task as defined in the contract and/or amendments.

Current Invoice – the amount for each task for the current invoice submitted.

Total Cost to Date – the total cost to date by task including the current invoice being submitted.

Remaining Balance to Date – the remaining budget balance by task.

Budget Used (%) – the percentage of the total budget used.

% Completed – the percentage of the task completed.

# CMA FORM 3

## INVOICE BY TASK

<b>Name of Prime:</b>		<b>Project Name:</b>		<b>CMA Use Only</b>		<b>Comments:</b>	
CMA Project Number							
CMA Contract Number							
Invoice Date:							
Invoice Number:							
Invoice Period:							
Contract Amount (Including all amendments):							
Consultant Contact:							
Contact Phone No.							
<b>Task No.</b>	<b>Task Description</b>	<b>Current Approved Budget</b>	<b>Current Invoice</b>	<b>Total Cost to Date</b>	<b>Remaining Balance to Date</b>	<b>Budget Used (%)</b>	<b>% Completed</b>
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
99	Prime Direct Expenses (Including Subs)						
	<b>Total Amount</b>						
	<b>Amount Retained</b>						
	<b>Total Amount Approved</b>						

Reviewed by: \_\_\_\_\_  
Supporting documents reviewed and approved for payment

CMA USE ONLY

Fund Source 1

Fund Source 2

Fund Source 3

## **CMA FORM 4 - INSTRUCTIONS**

### **INVOICE BY PRIME and DIRECT COSTS**

Name of Prime – Name of prime consultant as indicated on the contract.

Project Name – The project name as defined in the contract.

CMA Project Number – Please obtain CMA Project Number from the CMA Project Manager.

CMA Contract Number - the contract number as defined in the contract.

Invoice Date - the date of the invoice.

Invoice Number - the firms invoice number. (For example, A07-001 – Invoice 1)

Invoice Period - the beginning and ending dates for the period in which the cost were incurred.

Contract Amount (Including all amendments) – original contract amount including all amendments to date.

Consultant Contact - Consultant Project Manager or the person responsible for questions regarding the invoice and for processing the invoice.

Contact Phone - phone number and email address of the Project Manager/contract person.

Employee Name – List the names of all the employees (last name first) who are charging hours to the project. This should include all employees regardless of their management level.

Title – List the title of each employee.

Employee Hourly Rate – List the agreed upon employee hourly rate as defined in the contract for each employee.

Hours for this Period – total hours charged by the employee for this period.

Cost for this Period – total costs charged by the employee for this period.

Hours Previously Billed – total hours previously billed by the employee for this period.

Cost Previously Billed – total costs previously billed by the employee for this period.

Total Hours to Date – total hours charged by the employee to date.

Total Cost to Date – total costs charged by the employee to date.

Vendor Name – Name of vendor included as direct expense to prime consultant.

Description – Description of the direct expense.

Vendor Invoice Number – Vendor invoice number for the direct expense.

Vendor Invoice Date – Invoice Date for the direct expense.

Total Vendor Cost for this Period – Total vendor cost for this period for the direct expense.

Total Vendor Cost Previously Billed – Total vendor cost previously to this vendor.

Total Vendor Cost to Date – Total vendor cost to date to this vendor.

Total Prime Consultant Cost – Total prime staff labor cost plus prime consultant direct expenses.

## INVOICE BY PRIME LABOR and DIRECT COSTS

INVOICE BY PRIME LABOR and DIRECT COSTS									
Name of Prime:		Project Name:							
		CMA Project Number	CMA Use Only						
		CMA Contract Number							
		Invoice Date:							
		Invoice Number:	Reviewed by: _____						
		Invoice Period:	Supporting documents reviewed and approved for payment						
		Contract Amount (Including all amendments):							
		Consultant Contact:							
		Contact Phone No.							
Prime Staff Labor Cost Summary									
Employee Name	Title	Employee Hourly Billing Rate	This Period		Previously Billed		TOTAL to Date		
			Hours	Cost	Hours	Cost	Hours	Total Cost	
		SUBTOTAL		\$0.00		\$0.00			\$0.00

**Prime Consultant Direct Expenses\***

Vendor Name	Description	Vendor Invoice No.	Vendor Invoice Date	Vendor Invoice Amount for This Period	Vendor Invoice Amount Previously Billed	Total Vendor Cost to Date
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
		SUBTOTAL		\$0.00	\$0.00	\$0.00
<b>TOTAL</b>						
TOTAL PRIME CONSULTANT COST						\$0.00

## **CMA FORM 5 - INSTRUCTIONS**

### **INVOICE BY PRIME and SUB-CONSULTANT**

Name of Prime – Name of prime consultant as indicated on the contract.

Project Name – The project name as defined in the contract.

CMA Project Number – Please obtain CMA Project Number from the CMA Project Manager.

CMA Contract Number - the contract number as defined in the contract.

Invoice Date - the date of the invoice.

Invoice Number - the firms invoice number. (For example, A07-001 – Invoice 1)

Invoice Period - the beginning and ending dates for the period in which the cost were incurred.

Contract Amount (including all amendments) – original contract amount including all amendments to date.

Consultant Contact - Consultant Project Manager or the person responsible for questions regarding the invoice and for processing the invoice.

Contact Phone - phone number and email address of the Project Manager/contract person.

#### **Prime Consultant Cost by Task:**

Task Number – the task number as defined in the contract and/or amendment.

Task Description – the task description as defined in the contract and/or amendments.

This Period – Total amount requested this period including total vendor costs (direct expenses).

Previously Billed – The sum of total prime consultant costs previously billed plus total vendor costs (direct expenses).

Total Cost by Task – Sum of total cost for prime consultant for this period cost by task plus previously billed cost.

#### **Sub-Consultant Cost by Task:**

Task Number – the task number as defined in the contract and/or amendment.

Task Description – the task description as defined in the contract and/or amendments.



This Period – Total amount requested for the sub-consultant for this period.

Previously Billed – The sum of total sub-consultant costs previously billed.

Total Cost by Task – Sum of total cost for sub-consultant for this period cost by task plus previously billed cost.

Project Manager's Assurance - This statement of trueness and accuracy must be certified by signature of the Prime Consultant Contact Person.

# CMA FORM 5

## INVOICE BY PRIME and SUB-CONSULTANT

Name of Prime:		Project Name:		CMA Use Only	
CMA Project Number	CMA Contract Number	Invoice Date:	Invoice Number:	Invoice Period:	Contract Amount
(Including all amendments):		Consultant Contact:	Consultant Phone No.	Reviewed by: _____ Date: _____	
Supporting documents reviewed and approved for payment					
PRIME CONSULTANT COSTS					
Task No.	Task Description	This Period	Previously Billed	TOTAL	
1	Staff Labor Cost				
2					
3					
99	Direct Expenses (Excluding Subs)				
TOTAL PRIME CONSULTANT COSTS:		\$0.00	\$0.00	\$0.00	
SUB-CONSULTANTS COSTS					
Task No.	Task Description	This Period	Previously Billed	TOTAL	
1					
2					
3					
TOTAL SUBS COSTS:					
TOTAL INVOICE AMOUNT REQUESTED		\$0.00	\$0.00	\$0.00	
<p><u>Project Manager's Assurance:</u>          I hereby certify that the information included in this Request for reimbursement is true and accurate and that the claimed expenses have been paid as of the date of this request.</p>					
Signature _____				Date _____	

## **CMA FORM 6 - INSTRUCTIONS**

### **SMALL BUSINESS ENTERPRISE (SBE), LOCAL BUSINESS ENTERPRISE (LBE) AND DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Name of Prime – Name of prime consultant as indicated on the contract

Project Name – The project name as defined in the contract.

CMA Project Number – Please obtain CMA Project Number from the CMA Project Manager

CMA Contract Number - the contract number as defined in the contract

Invoice Date - the date of the invoice

Invoice Number - the firms invoice number. (For example, A07-001 – Invoice 1)

Invoice Period - the beginning and ending dates for the period in which the cost were incurred.

Contract Amount (Including all amendments) – original contract amount including all amendments to date

Consultant Contact - Consultant Project Manager or the person responsible for questions regarding the invoice and for processing the invoice

Contact Phone - phone number and email address of the Project Manager/contract person

Vendor Tier – One of the following: P=Prime, T1=Tier 1

Vendor Name – Name of company as indicated on the contract.

Vendor Address/City/State/Zip – Address where correspondence and payments are sent to the Prime Consultant.

Contact – Name of the contact person/project manager regarding the contract being reported.

Phone/Fax/E-mail – Phone number, fax number and e-mail address for the contact person/project manager for the Prime Consultant regarding the contract being reported.

SBE, LBE, DBE Certification – Check where it applicable (for more information see CMA SBE, LBE and DBE Policy at our website at [www.accma.ca.gov](http://www.accma.ca.gov).)

**SBE, LBE, DBE INFORMATION FORM**

Vendor Tier\*\*  
P = Prime  
T1 = Tier 1 (Subcontractor)

## **CMA FORM 7-1**

### **ENGINEERING PROJECT PERFORMANCE REPORT (EPPR) – BY TASK INSTRUCTIONS**

Task Number – the task number as defined in the contract and/or amendment

Task Description – the task description as defined in the contract and/or amendments.

Physical % Complete (A) – Estimated complete to date

Costs this Invoice – Total costs requested this period including direct expenses by task

Costs Cumulative – Total cumulative costs requested including direct expenses by task

Budget \$ (B) – Original budget by task as defined in the CMA contracts and/or amendments

Additional Budget (Amendment) – Additional Budget by task as defined in amendment(s)

New Budget \$(C) – Sum of original budget plus any additional budget.

Earned Value \$ = (A x C) – Earned value is the Physical % Complete times the New Budget

Labor Hours (This Invoice) – Labor hours for this invoice

Labor Hours Cumulative – Cumulative labor hours

New Budget Hours (D) – New Budget Hours

Earned Value Hours (A x D) – Earned Value Hours

Total – Sum of each columns

**CMA Form 7-1**  
**ENGINEERING PROJECT PERFORMANCE SAMPLE REPORT No. xx**  
**EPFR BY TASK**  
 Reporting Period: xx thru xx, 2007  
 Note: Entries in spaces are for illustration only.

**SUMMARY**

TASK	DESCRIPTION	PHYSICAL % COMPLETE A	COSTS (THIS INVOICE)	COSTS (CUMULATIVE)	BUDGET (B)	Additional Budget (Amendment #6, 7 and 8)	NEW BUDGET (C)	EARNED VALUE (A x C)	LABOR HOURS (THIS INVOICE)	LABOR HOURS (CUMULATIVE)	NEW BUDGET (HRS) D	EARNED VALUE (HRS) - A x D
1	Project Management	95%	\$25,118.85	\$447,124.78	\$424,469	\$0	\$424,469	\$403,246	85.0	1,912.5	3936	3,542.4
2	Preliminary Investigations	100%	\$3,064.96	\$1,140,508.09	\$975,666	\$0	\$975,666	\$975,666	-	5,430.0	9450	9,425.3
3	35% PS&E	100%	\$0.00	\$853,882.93	\$912,790	\$0	\$912,790	\$912,790	-	5,827.0	8052	8,052.0
4	65% PS&E	100%	\$0.00	\$2,036,678.10	\$2,045,105	\$0	\$2,045,105	\$2,045,105	-	15,375.0	20048	20,048.0
5	95% PS&E	100%	\$0.00	\$1,819,303.53	\$1,286,621	\$0	\$1,286,621	\$1,286,621	-	8,834.5	12531	12,531.0
6	100% PS&E	40%	\$82,393.71	\$341,915.76	\$584,658	\$80,909	\$1,465,578	\$225,867.60	534.0	984.5	6137	513.7
7	Final PS&E	0%	\$0.00	\$0.00	\$328,220	\$0	\$328,220	\$0	-	-	2720	-
8	Construction Bid Services Fee	0%	\$0.00	\$0.00	\$26,031	\$0	\$26,031	\$0	-	-	244	-
TOTAL		89.1374%	\$4,063.00	\$324,238.21	\$363,751	\$89,091	\$452,842	\$5,861,295	619.0	38,363.5	62,118.0	64,142.4

Note: Budget for Amendments 6, 7 and 8 not included in fee calculation or earned value

Note:

	Data in shaded columns to be filled out initially per CMA contracts and amendments
	Data in white columns to be updated monthly by consultants

**CMA FORM 7-2**

**ENGINEERING PROJECT PERFORMANCE REPORT (EPPR) –  
BY DELIVERY INSTRUCTIONS**

Task and Sub-Task – Task number and description as defined in the contract.

Budget (A) Hours and Dollars – Budget by hours and dollars

Physical % Complete (A) – Estimated complete to date

Amount Earned to Date (B) Estimated Hours and Dollars – Amount earned to date by estimated hours and dollars

Amount Billed to Date (C) Hours and Dollars – Amount billed to date by hours and dollars

Amount Remaining (A – C) Hours and Dollars – Amount remaining by hours and dollars

Total Project (w/o fee) – total project without fee

Previous Period (w/o fee) – Previous period without fee

Amount This Period (w/o fee) – Amount this period without fee

Additional Fee – Additional Fee

Total Fee (Labor + Subs) – Total Fee for labor plus sub-consultants

## CMA Form 7-2

## ENGINEERING PROJECT PERFORMANCE SAMPLE REPORT No. xx

## EPPR BY DELIVERY

Reporting Period: xx thru xx, 2007

Note: Entries in spaces are for illustration only.

## Engineering Progress and Performance Report No. 1 (By Deliverable)

TASK AND SUBTASK	Budget (A)		Physical Percent Estimated Complete to Date	Amount Earned to Date (B)		Amount Billed to Date (C)		Amount Remaining (A-C)	
	Hours	Dollars		Estimated Hours	Dollars	Hours	Dollars	Hours	Dollars
<b>Task 1 - Project Management</b>									
1.1 - Project Management	1,316	\$139,995	95.0%	1,250	\$132,995				
1.2 - Quality Control	744	\$79,146	95.0%	707	\$75,189				
1.3 - Meetings	1,366	\$145,314	95.0%	1,298	\$138,048				
1.4 - File Sharing	180	\$19,148	95.0%	171	\$18,191				
Additional Scope	330	\$40,866	95.0%	314	\$38,823				
Task Subtotal	3,936	\$424,469	95.0%	3,739	\$403,246	1,913	\$447,125	2,024	(\$22,656)
<b>Task 2 - Preliminary Investigations</b>									
2.1 - Data Collection & Review	100	\$10,325	100.0%	100	\$10,325				
2.2 - Mapping & Control Surveys	1,453	\$150,015	100.0%	1,453	\$150,015				
2.3 - Alternatives Evaluation	550	\$56,785	100.0%	550	\$56,785				
2.4 - Project Study Report	784	\$80,944	100.0%	784	\$80,944				
2.5 - Traffic Studies	850	\$87,758	100.0%	850	\$87,758				
2.6 - Fact Sheets	200	\$20,649	100.0%	200	\$20,649				
2.7 - Environmental Technical Studies	1,688	\$174,278	100.0%	1,688	\$174,278				
2.8 - Environmental Document	808	\$83,422	100.0%	808	\$83,422				
2.9 - Project Report	240	\$24,779	100.0%	240	\$24,779				
2.10 - Structures - APS	340	\$35,103	100.0%	340	\$35,103				
2.11 - R/W Studies	315	\$32,522	100.0%	315	\$32,522				
2.12 - Utility Coordination	120	\$12,389	100.0%	120	\$12,389				
2.13 - Drainage Concepts	280	\$28,909	100.0%	280	\$28,909				
2.14 - Conceptual Staging Plan	90	\$9,292	100.0%	90	\$9,292				
2.15 - Visual Guidelines Report	300	\$30,974	100.0%	300	\$30,974				
2.16 - Preliminary Design Report	96	\$9,912	100.0%	96	\$9,912				
Additional Scope	1,236	\$127,611.00	100.0%	1,236	\$127,611				
Task Subtotal	9,450	\$975,666	100.0%	9,450	\$975,666	5,430	\$1,140,506	4,020	(\$164,840)
<b>Task 3 - Preliminary Engineering</b>									
3.1 - Design Surveys	450	\$51,013	100.0%	450	\$51,013				
3.2 - Roadway Plans (ACCMA)	1,160	\$131,500	100.0%	1,160	\$131,500				
3.3 - Sign/Stripe/Electrical/Lane Closure	396	\$44,891	100.0%	396	\$44,891				
3.4 - Drainage Plans/Report (WR)	388	\$43,984	100.0%	388	\$43,984				
3.5 - Lane Closure Report	140	\$15,871	100.0%	140	\$15,871				
3.6 - Visual Guidelines Report	80	\$9,069	100.0%	80	\$9,069				
3.7 - Type Selection Report	459	\$52,033	100.0%	459	\$52,033				
3.8 - Geotechnical Site Investigation	1,504	\$170,496	100.0%	1,504	\$170,496				
3.9 - Materials Report	394	\$44,665	100.0%	394	\$44,665				
3.10 - Soils Investigation	368	\$41,717	100.0%	368	\$41,717				
3.11 - Right of Way / Permits	633	\$71,758	100.0%	633	\$71,758				
3.12 - Utility Coordination (AE)	340	\$38,543	100.0%	340	\$38,543				
3.13 - Landscape Concept (H&A)	272	\$30,834	100.0%	272	\$30,834				
3.14 - Estimates	88	\$9,976	100.0%	88	\$9,976				
3.15 - Construction Schedule	36	\$4,081	100.0%	36	\$4,081				
Additional Scope	1,344	\$152,358	100.0%	1,344	\$152,358				
Task Subtotal	8,052	\$912,790	100.0%	8,052	\$912,790	5,827	\$853,883	2,225	\$58,907
<b>Task 4 - 65% PS&amp;E</b>									
4.1 - Reference Sheets									
- Roadway Plans (ACCMA)	2,900	\$295,830	100.0%	2,900	\$295,830				
- Drainage (incl. Report) (WR)	900	\$91,809	100.0%	900	\$91,809				
- Utility (AE)	440	\$44,885	100.0%	440	\$44,885				
- Signs/Markings/Electrical/LCC	1,505	\$153,526	100.0%	1,505	\$153,526				
- Sound Walls/Retaining Walls	750	\$76,508	100.0%	750	\$76,508				
- Landscaping (H&A)	750	\$76,508	100.0%	750	\$76,508				
- Bridge Plans	2,760	\$281,549	100.0%	2,760	\$281,549				
4.2 - Materials Report	80	\$8,161	100.0%	80	\$8,161				
4.3 - Soils Investigation	130	\$13,261	100.0%	130	\$13,261				
4.4 - Foundation Reports	400	\$40,804	100.0%	400	\$40,804				
4.5 - Additional Field Survey	300	\$30,603	100.0%	300	\$30,603				
4.6 - Special Provisions	215	\$21,932	100.0%	215	\$21,932				
4.7 - Permits and R/W	100	\$10,201	100.0%	100	\$10,201				
4.8 - Estimates	175	\$17,852	100.0%	175	\$17,852				
4.9 - Construction Schedule	77	\$7,855	100.0%	77	\$7,855				
Additional Scope	8,566	\$873,821	100.0%	8,566	\$873,821				
Task Subtotal	20,048	\$2,045,105	100.0%	20,048	\$2,045,105	15,375	\$2,036,679	4,673	8,426
<b>Task 5 - 95% PS&amp;E</b>									
5.1 - Reference Sheets									
- Roadway Plans (ACCMA)	1,725	\$184,248	100.0%	1,725	\$184,248				
- Drainage (incl. Reports) (WR)	650	\$67,361	100.0%	650	\$67,361				
- Utility (AE)	280	\$29,017	100.0%	280	\$29,017				
- Signs/Markings/Electrical/LCC	1,070	\$110,887	100.0%	1,070	\$110,887				
- Sound Walls/Retaining Walls	340	\$35,235	100.0%	340	\$35,235				



## CMA Form 7-2

## ENGINEERING PROJECT PERFORMANCE SAMPLE REPORT No. xx

## EPPR BY DELIVERY

Reporting Period: xx thru xx, 2007

Note: Entries in spaces are for illustration only.

## Engineering Progress and Performance Report No. 1 (By Deliverable)

- Landscaping (H&A)	190	\$19,690	100.0%	190	\$19,690				
- Bridge Plans	1,680	\$174,103	100.0%	1,680	\$174,103				
5.2 - Mat. & Fnd. Reports	280	\$29,017	100.0%	280	\$29,017				
5.3 - Soils Reports	0	\$0	100.0%	0	\$0				
5.4 - Special Provisions	430	\$44,562	100.0%	430	\$44,562				
5.5 - Permits and R/W	60	\$6,218	100.0%	60	\$6,218				
5.6 - Estimates	100	\$10,363	100.0%	100	\$10,363				
5.7 - Construction Schedule	40	\$4,145	100.0%	40	\$4,145				
Additional Scope	5,686	\$583,774	100.0%	5,686	\$583,774				
Task Subtotal	12,531	\$1,298,621	100.0%	12,531	1,298,621	8,835	\$1,819,304	3,697	(\$520,683)
<b>Task 6 - 100% PS&amp;E</b>									
6.1 - Reference Sheets									
- Roadway Plans (ACCMA)	0	\$0	0.0%	0	\$0				
- Drainage (incl. Reports) (WR)	0	\$0	0.0%	0	\$0				
- Utility (AE)	0	\$0	0.0%	0	\$0				
- Signs/Markings/Electrical/LCC	0	\$0	0.0%	0	\$0				
- Sound Walls/Retaining Walls	0	\$0	0.0%	0	\$0				
- Landscaping (H&A)	0	\$0	0.0%	0	\$0				
- Bridge Plans	0	\$0	0.0%	0	\$0				
6.2 - Mat. & Fnd. Reports	0	\$0	0.0%	0	\$0				
6.3 - Special Provisions	0	\$0	0.0%	0	\$0				
6.4 - Estimates	0	\$0	0.0%	0	\$0				
6.5 - Permits and R/W	0	\$0	0.0%	0	\$0				
6.6 - RE File	0	\$0	0.0%	0	\$0				
Additional Scope	1,955	\$1,098,074	0.0%	0	\$0				
Task Subtotal	5,137	\$1,455,578	40.0%	0	0	985	\$341,916	4,153	\$1,113,662
<b>Task 7 - Final Plans</b>									
7.1 - Roadway Sheets (ACCMA)	0	\$0	0.0%	0	\$0				
- Drainage (incl. Reports) (WR)	0	\$0	0.0%	0	\$0				
- Utility (AE)	0	\$0	0.0%	0	\$0				
- Signs/Markings/Electrical/LCC	0	\$0	0.0%	0	\$0				
- Landscaping (H&A)	0	\$0	0.0%	0	\$0				
- Bridge Plans	0	\$0	0.0%	0	\$0				
7.2 - Mat. & Fnd. Reports	0	\$0	0.0%	0	\$0				
7.3 - Special Provisions	0	\$0	0.0%	0	\$0				
7.4 - Estimates	0	\$0	0.0%	0	\$0				
7.5 - RE File	0	\$0	0.0%	0	\$0				
Additional Scope	1,129	\$131,719	0.0%	0	\$0				
Task Subtotal	2,720	\$328,220	0.0%	0	0	0	\$0	2,720	\$328,220
<b>Task 8 - Construction Bidding Services</b>									
Bid Support									
Additional Scope	32	\$3,057							
Task Subtotal	244	\$26,031	0.0%	0	0	0	\$0	244	\$26,031
<b>TOTAL PROJECT (w/o fee)</b>									
	62,118	\$7,466,480	89.1%	53,820	\$5,635,428	38,364	\$6,639,412	23,755	\$827,068
<b>PREVIOUS PERIOD (w/o fee)</b>									
			88.0%	53,663	\$5,618,449	37,745	\$6,528,835		
<b>AMOUNT THIS PERIOD (w/o fee)</b>									
			1.1%	157	\$16,979	619	\$110,577		
<b>Additional Fee</b>									
		89,091							
<b>TOTAL FEE (Labor+Subs)</b>									
		\$452,842	89.1%		\$403,652		\$168,935		\$283,907